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Attorneys for Defendant  
 Liberty Mutual Insurance

IN THE UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF ALASKA

JOHN CARRICK and A-AFFORDABLE  
 TRANSMISSIONS, INC.,

Plaintiffs,

v.

LIBERTY MUTUAL INSURANCE,

Defendant.

Case No. 3:16-cv-\_\_\_\_\_

**DEFENDANT LIBERTY  
 MUTUAL INSURANCE'S  
 NOTICE OF REMOVAL**

TO: Clerk of the United States District Court  
 For The District of Alaska

AND TO: Jeffrey J. Barber  
 Barber & Associates, LLC  
 821 N Street, Suite 103  
 Anchorage, AK 99501

PLEASE TAKE NOTICE that Defendant Liberty Mutual Insurance (“Liberty Mutual”<sup>1</sup>) files this Notice of Removal pursuant to 28 U.S.C. § 1446(a). Liberty Mutual states the following in support of this Notice of Removal.

### **I. COMPLIANCE WITH PROCEDURAL REQUIREMENTS**

1. Liberty Mutual is a party to a civil action brought against it in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, entitled, *John Carrick and A-Affordable Transmissions, Inc. vs. Liberty Mutual Insurance*, Case No. 3AN-16-5717 Civil. Plaintiffs’ complaint alleges claims related to the handling of a first-party insurance claim for property loss arising from a fire that occurred on March 30, 2014. Copies of the Summons and Complaint are attached as Exhibit A.

2. The state court action was filed with the clerk of the trial courts for the Superior Court for the State of Alaska, Third Judicial District at Anchorage on March 30, 2016. Liberty Mutual was served with the Summons and Complaint on April 26, 2016. This Notice of Removal is timely filed in compliance with 28 U.S.C. § 1446(b), within 30 days of proper service upon Liberty Mutual of the Complaint.

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<sup>1</sup> The caption identifies the defendant as Liberty Mutual Insurance. There is actually no such entity. The plaintiffs’ insurer is the Ohio Security Insurance Company, a subsidiary of the Liberty Mutual Group, Inc. The plaintiffs clearly intended to sue their insurer, and the defendant assumes that plaintiffs mis-named the insurer, which should be identified as the Ohio Security Insurance Company. In order to remain consistent with the caption, defendant will use “Liberty Mutual” in the body of this filing.

3. Liberty Mutual has, in compliance with 28 U.S.C. § 1446(d), promptly given written notice of the filing of this Notice of Removal to plaintiffs, and has filed a copy of the same with the clerk of the trial courts for the Superior Court for the State of Alaska, Third Judicial District at Anchorage. See Exhibit B.

4. Venue for removal lies in this Court because the state court in which the action was originally filed is within this Court's geographic district.

5. By removing this action to this Court, Liberty Mutual does not waive any defenses, objections, rights, or motions available to it under state or federal law, including for improper service or other grounds under Fed. R. Civ. P. 12(b).

## II. STATEMENT OF GROUNDS FOR REMOVAL

6. The state court action is a controversy between citizens of different states. 28 U.S.C. § 1332. At the time of service of the Complaint, upon information and belief, plaintiff John Carrick was, and is now, a resident of the state of Alaska and plaintiff A-Affordable Transmissions was an Alaska corporation with its principal place of business in Anchorage. Defendant Liberty Mutual was, and is now, a Delaware corporation with its principal place of business in Massachusetts. There is thus complete diversity between the parties.

7. Although plaintiffs failed to specify an exact amount of damages in their prayer for relief, they filed their complaint in Alaska Superior Court, which requires a claim of damages that allegedly amount to more than \$100,000. See AS 22.10.020 and

AS 22.15.030. Further, plaintiffs have alleged a claim for punitive damages. Accordingly, the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

8. This is a civil action over which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332, in that it is an action for damages in which the matter in controversy exceeds that sum or value of \$75,000 exclusive of interest and costs and is between citizens of a different state.

WHEREFORE, Defendant Liberty Mutual hereby removes the above-entitled action now pending in the Superior Court for the State of Alaska, Third Judicial District at Anchorage to the United States District Court for the District of Alaska.

DATED this 11<sup>th</sup> day of May 2016, at Anchorage, Alaska.

RICHMOND & QUINN

By 

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Liberty Mutual Insurance

Defendant Liberty Mutual Insurance's Notice of Removal

Carrick & A-Affordable Transmissions v. Liberty Mutual Insurance, Case No. 3:16-cv-\_\_\_\_\_

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14<sup>th</sup> day of May, 2016, a copy of the foregoing was served by mail on the following:

Jeffrey J. Barber  
Barber & Associates, LLC  
821 N Street, Suite 103  
Anchorage, AK 99501  
Email: jeffb@alaskainjury.com

  
RICHMOND & QUINN

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